

EXHIBIT 2

MARTS RESPONSE TO PLAINTIFF TITLE VII INTERNAL COMPLAINT



paul jones <ccrdcorp@gmail.com>

Title VI Complaint

2 messages

Mahoney, Bonnie <Bonnie.Mahoney@mrta.us> Fri, May 5, 2017 at 3:46 PM
To: "ccrdcorp@gmail.com" <ccrdcorp@gmail.com>
Cc: "Khan, Mohammed" <Mohammed.Khan@mrta.us>, "Fisher, Bruno" <Bruno.Fisher@mrta.us>, "Badgley, Rebecca" <rebecca.badgley@mrta.us>, "Small-Borsellino, Sharna (EHS)" <Sharna.Small-Borsellino@massmail.state.ma.us>, "julian.tynes@dot.state.ma.us" <julian.tynes@dot.state.ma.us>, "Sobczynski, Gregory (DOT)" <gregory.sobczynski@state.ma.us>

Mr. Jones,

Please find attached MART's formal response to your letter of complaint dated March 22, 2017. The response also contains follow-up to the meeting held between yourself, Mrs. Badgley & Ms. Small-Borsellino on April 5, 2017.

Bonnie J Mahoney

Manager of Grants & Communications/Title VI CRO

Montachusett RTA

1427R Water Street

Fitchburg, MA 01420

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 **CCRD TitleVI Response.pdf**
1453K

paul jones <ccrdcorp@gmail.com> Fri, May 5, 2017 at 5:49 PM
To: "Pacer.gov Lindsey Shepard 08/21/1986 brewster" <paugatti01@gmail.com>, paul jones <ccrdcorp@gmail.com>, Mark <pj22765@gmail.com>

MARTS Response

Paul Jones / Director
Commonwealth Community
Recovery Division Inc.
79 Thompson Street
Springfield, Ma 01109
Cell: 617-939-5417
Toll Free: 888-680-4667
Fax: 888-726-8386

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CCRD TitleVI Response.pdf

1453K

Administrator
Mohammed H. Khan

May 5, 2017

Paul Jones, President/Director
Commonwealth Community Recovery Division, Inc.
79 Thompson Street
Springfield, MA 01109

Dear Mr. Jones,

MART received your letter of complaint addressed to the Title VI Civil Rights Officer on 3/24/17. Although you were able to meet in person with our Brokerage Director and the Director of the HST office regarding this complaint back on April 5, 2017; we still felt a formal response was needed. MART has been researching the circumstances described, as well as the exhibits provided, in the complaint and is now responding in earnest. The format of this response will follow each of the dates noted in your complaint letter.

Facts Outside the 180 Day Requirements for a Title VI Violation

- **July 2, 2015:** This was an error on behalf of MART staff; the *July 1, 2015* was not changed on the front page of the contract documentation or in the footer of the contract documentation. CCRD did not submit their application to become a Transportation Provider until October 26, 2015. There was documentation which needed to be supplied and/or revised before a contract could be provided to CCRD; who then signed the contract on 12/12/15. MART did not counter-sign the contract until 2/3/16 because of incorrect/missing documentation. Following the contract finalization, MART then scheduled an office audit and vendor portal training etc. Vendor officially started providing services in April of 2016.
- **March 22, 2016:** The vendor portal training did take place in MART staff offices as our conference room was not available as call takers were located there on a temporary basis prior to the reconstruction of the call center. The other staff present was observing because she was in training to learn how to conduct vendor portal trainings. The training provided to CCRD was not different than any other vendor portal training that has been conducted with MART vendors.
- **March 29, 2016:** MART has affirmed this fact as an email trail to CCRD from Karen Cordio cannot be found.
- **April 6, 2016:** In follow up with Ivan, he stated that Mr. Jones was saying that he was only getting calls from schedulers and not receiving work through the vendor portal. Ivan tried to explain to Mr. Jones that some vendors do not see daily trips and standing order in the vendor portal as it is based on vendor rates. Ivan also informed Mr. Jones that if same day or next day trips are being offered to his company that he would receive telephone calls from the schedulers or the vendor call out for next day. All vendors given a username and password to the Vendor Portal have access to the daily and weekly pages. If no work is assigned by the low-cost vendor assign program then these pages will not contain trips, but the vendor can access the pages.

- **April 16, 2016:** This is unfortunate. However trips are given based upon your rates and our investigation shows that your rates were too high (\$15 [\$10 pickup fee with \$1 per mile and no included miles] for a 5 mile trip in Springfield as compared to ~\$5 from the lowest vendor), which resulted in the lack of work distributed through the low-cost vendor automated program.
- **June 2, 2016:** MART investigated this issue with our programmers. CCRD's max capacity was set to 0 mistakenly on 5/2/17 by Crystal. This is the cause for the message "you cannot change capacities as it has been locked by MART." MART spoke with Ivan and he remembered calling CCRD about this issue, but there is no email trail in response to your final email on 6/2/16 at 6:52pm. MART staff did not follow-up appropriately to solve this capacity issue until Rebecca changed it on 8/25/16. (See below.)
- **August 4, 2016:** Karen Cordio was out on vacation during the time this email was sent as it was not sent to any other staff. MART confirms that it went unanswered.
- **August 24, 2016:** Discrepancies with CCRD's account were found in the vendor portal and items were corrected effective 8/25/16. First issue is that CCRD had access to the Activity Tab **which is strictly a MART function** and has no value to the vendor. Further investigation shows that when the vendor profile was set up by MART staff this permission was given; which is an oversight. Additionally it appears that Crystal made an error when setting the vendor's agreed upon capacity of 5 round trips which would be reflected as 10 in our system, as everything is entered and counted as a one way. Capacity was originally set to 16 one way trips and was changed to 0 on May 2, 2016 at 12:34pm. Although this staff is no longer with the company for verification, it can only be assumed that this was a typo as it should have been 10 not 0. These items were both adjusted on 8/25/16 and there have been no other changes in the system for this vendor other than the vendor himself making adjustments to capacities in the 2D grid in February 2017. Since CCRD's capacity was accidentally set to 0, the low-cost auto assign program skipped over CCRD's rates from the period of May 2 to August 25th when it was corrected. However scheduler call-outs for same-day, next-day trips would have still occurred even with 0 capacity as the vendors' rate for a trip will still be seen in the calculated rate drop-down list for the schedulers to see and call the vendors in order from lowest.
- **August 27, 2016:** As indicated above, the activity tab is not a vendor function and many of the reports there do not give prices or specific trip information and many of the reports are simply a history of the automated process of the vendor portal assignment program. The denied trips report will show the rate for a trip which is denied by a competing vendor. This is not a discriminatory act, as none of the vendors should have access to the Activity Tab.
- **September 2, 2016:** This was a trip on 8/30/2016 for client C19269; the trip was originally booked through the answering service as a one way, and the vendor was paid \$70.50; it is included in his August invoice.
- **September 3, 2016:** MART is unable to verify this statement as both parties named do not recall any conference call between the two of them and any vendor. The statement regarding an email on 9/16/16 is confirmed as no email trail was found going back to the vendor from the staff addressed. **To Follow-Up:** Mr. Jones, in a face-to-face meeting held at MART's Brokerage Offices on April 5, 2017, stated that he was called back (by the answering service that night) and asked to do this round trip. This has been confirmed to be the case and MART will pay the vendor an additional \$70.50 for the return trip via an adjustment on his 2nd half of April 2017 invoice.

Title VI Violation Within 180 Day

- **As of March 20, 2017:** Upon investigation of the circumstances and the evidence presented herein, MART cannot corroborate your charges of racial discrimination or retaliation. CCRD cannot prove that the other vendors that were seen in the portal were “non-minority” vendors. MART has over 200 vendors from every size capacity and racial background, including certified DBE’s. MART does however acknowledge that certain staff members were negligent in their diligence to respond to your correspondence and address discrepancies, whether real or perceived, expediently and carefully. Communication and follow-up were lacking and staff will be retrained.

Daily and Standing Order (weekly) rides are shown based on assignment from the low-cost auto-assign program (no human intervention) which is based upon vendor rates and capacity tables. MART attests that it has not now or in the past blocked CCRD in the Vendor Portal. CCRD has all the same access privileges as our other transportation providers that perform MassHealth rides.

- **October 1, 2016:** C30013 consumer that CCRD has been transporting since 9/10/16 this was updated on 12/8/16 by MART critical care staff to be extended to the end of the PT1 authorization date of 8/4/17. In Section E (Reimbursement For Service:), in the “MART Additional Performance Standards” supplement to your contract, it states that monthly rate changes are not applied to standing orders or shared ride groups in sub-section 1.a. In sub-section 1.c it states that “Standing Order Trips will be stamped with the loaded mileage and fare at time of assignment and will remain in effect for the duration of the standing order.” Finally in sub-section 1.d it states that “The Broker reserves the right to re-assign daily trips/standing order trips and shared ride groups with minimal notification to the vendor.” MART’s practice is that the vendor only has to let MART staff know if he cannot continue at the stamped price and the standing order will be put out for re-bid. MART realizes this should be a written policy and will change the standards going forward.
- **October 21, 2016:** Becky could not find that she received said email. The others did receive the email, but there is no evidence that the email was replied to. MART apologizes for this oversight.
- **December 25, 2016:** C15480 – CCRD marked the client as a no show in the vendor portal at 8:04am; there were no other scheduled rides for this consumer for this date by any vendor. MART cannot attest if another vendor transported this client from anywhere as the alleged trip in question was not booked or billed for by MART.
- **January 1, 2017:** C30640 Consumer was marked as a no show by CCRD on this date at 9:27am. Upon speaking with Paul Jones during meeting on 4/5/17 it was determined who the other individual was – C17790 this consumer was not scheduled with CCRD, he was scheduled with another vendor and the vendor had the consumer cancelled as well. CCRD transported the client without authorization and thus was not reimbursed. Our research found no replies to his email.
- **January 3, 2017:** C35427 (R100395 & R100396) was marked as COA (cancel-on-arrival) by CCRD on 1/3/17 @ 7:59am (screenshot attached). Client is sometimes shared with C30992 (R100392 & R100393); on this date this client was also marked as cancelled by another vendor. Neither trip was performed by any vendor nor were any vendors paid to transport these clients. Neither trip was cancelled or removed by MART staff. These Standing Orders were not assigned to a vendor; they were being given to vendors daily thru the auto-assign program until they were accepted by another vendor on 1/13/17.

- **January 4, 2017:** C35427 was scheduled with CCRD and did have an escort approved. C30992 was also scheduled with CCRD and invoice confirms that CCRD was paid for both consumers.
- **January 5, 2017:** C35427 was scheduled with CCRD and did have an escort approved. C30992 was also scheduled with CCRD and invoice confirms that CCRD was paid for both consumers.
- **January 9, 2017:** C35427 was assigned to CCRD for 1/9/17 for \$36.50 each way, trip was cancelled by CCRD on 1/9/17 via Vendor Portal at 7:57am (screenshot attached). No other trips were scheduled for the consumer on this date. Trips following this date were assigned to a lower cost vendor via the auto assign program and it was accepted on 1/3/17 for a cost of \$7.40 each way. The Standing Order was accepted on 1/13/17 at this same price.
- **January 11, 2017:** C40268 on 1/11/17 trip was scheduled with CCRD for a cost of \$41 each way. Trip was cancelled by CCRD via the vendor portal @ 9:04am on 1/11/17. Client had no other rides scheduled this date and trips following this date were assigned via auto assign to lower cost vendors for \$6.50 each way.
- **January 23, 2017:** C414 consumer was scheduled with CCRD for the first time on 1/31/17 and was marked as a no show via the vendor portal by CCRD at 9:33pm. Trips for this consumer on February 2nd, 4th, 6th, 7th, and 9th went with other vendors thru auto-assign until consumer was scheduled with CCRD by critical care staff through the S&S process due to lack of acceptance as the Standing Order. CCRD had as a daily trip thru the auto-assign from 2/11 – 2/21/17 on Tuesdays, Thursdays and Saturdays for \$71 each way. The consumer called on 2/22/17 at 10:05am, spoke with Janet, and changed times of appointments. Standing Order (SO) was then put back out to bid and was picked up by lower vendor for the lower cost of \$45 each way. After several no shows the standing order was cancelled on 3/22/17 after speaking with the dialysis social worker. Client has not had scheduled transportation since that date. The 5/1/17 SO was created as a copy of a previous standing on 1/6/17 and changed by CCRD on 1/23/17. But this SO was started and terminated on the same date. This consumer is not being transported by any vendor even to this date.
- **January 24, 2017:** Ivan was told by the inspector that he had not reviewed all files, therefore Ivan was following up. MART has made it a practice to review all new identified drivers for all companies that were not included in previous vendor audits due to several incidents of transportation providers not properly training and credentialing drivers. This is not specific to CCRD. This is a standing policy for all vendors.
- **February 1, 2017:** Second half of CCRD's January invoice clearly indicated that this amount is for fines from November – CM166596 \$25, CM167107 \$52, and CM167151 \$38 which totals the \$115 applied. Vendor has full access to these complaints in the vendor portal and can see the actions and fines applied.
- **February 2, 2017:** This information went out to all vendors that are sole proprietors and Transportation Providers using subcontractors. This is a requirement for all vendors across the board. The contract clearly states that Worker's Compensation or equivalent insurance is required; although technically there is no equivalent. This is not specific to CCRD.
- **February 12 & 19, 2017:** This is a vendor statement and an assumption made by Mr. Jones, this is not separate treatment.
- **February 28, 2017:** CCRD has full access to these complaints in the vendor portal and can see the actions and fines applied.

- **February 28, 2017:** C14532 – SO extended by MART critical care staff on 3/16/17 at 11:04am. As the vendor was previously notified by MART staff on January 23, 2017 (in your Exhibit 3); Mr. Jones need only to let MART know if he cannot continue for the agreed upon price of \$45 each way, and SO will go out to bid.
- **March 3, 2017:** C33757 – consumer renewed SO via message log and trips were going out through the auto-assign daily waiting for the SO to be accepted. CCRD had a trip for 3/3/17 for \$32.50 each way. On 3/3/17 @10:49am CCRD marked consumer as a COA (cancel on arrival) and cancelled the return. MART had no other trips scheduled for the consumer on this date. Trips were then accepted by lower cost vendors via the daily assign for the cost of \$10 each way.
- **March 5, 2017:** Not enough information provided by CCRD to research the details regarding standing orders in this area. Standing Orders can changed at any time due to changes made by the consumer or other circumstances beyond MART's control. If a SO time is changed, the SO will be put back out to bid and offered to the lowest cost vendor. A terminated SO would simply be removed. Since this lack sufficient details no further explanation can be given.
- **March 13, 2017:** C33757 client running through daily assign waiting for SO to be accepted. CCRD had client on 3/13/17 and CCRD cancelled in the VP on 3/13/17 at 7:18am. Client then assigned to lower cost vendors with trips also being cancelled by them.
- **March 15, 2017:** C414 – All trips for this consumer were cancelled from 3/13 to 3/23. After 3/23 client has not scheduled trips.
- **March 20, 2017:** CCRD has full access to the vendor portal and is not treated differently than any other Transportation Provider. CCRD rates are high therefore there are not many trips being offered via the portal in advance. This vendor is getting calls for same day and next day when trips are available at his rates.
- **March 21, 2017:** C35427 consumer has trips scheduled with CCRD for 3/22/17. Consumer is approved for an escort. CCRD marked this trip as COA in the vendor portal at 7:52am. Consumer had no other trips scheduled on this date. This trip was not given to another vendor; it was cancelled.

In addition to the complaint letter, MART held a meeting at our Brokerage Offices on April 5, 2017 with Mr. Jones; Sharna Small-Borsellino, HST Director; Sandy Mulcahy, HST Operations Manager; and Rebecca Badgley, MART Brokerage Director. The items below were discussed and are presented here for follow-up.

Mr. Jones indicated a trip from the activity log that he felt should have been offered to him as his rates were lower.

TRIP	Trips Taken	AUTO-		07/27/16			
(SPRINGFIELD)	Away	TAKEAWAY	192.168.25.214	0533PM	T6932630	RAFA	37.3
TRIP	Trips Taken	AUTO-		07/27/16			
(SPRINGFIELD)	Away	TAKEAWAY	192.168.25.214	0533PM	T6932631	RAFA	37.3

MART research showed that this was a trip for 8/1/16 which was from Springfield to Greenfield, 38 miles each way. In the end was awarded to a vendor for \$38.00 each way.

CCRD rates at that time were as follows:

VENDOR	SERVICE AREA	SOURCE_CITY	DEST_CITY	VEHICLE TYPE	PICK UP FEE	MILEAGE RATE	MILEAGE INCLUDED IN PICKUP	SHARED RIDE PICK UP FEE (NO ADDITIONAL MILEAGE APPLIED TO EACH ADDITIONAL RECIPIENT)	SECOND ATTENDANT FEE
CCRD	PIONEER VALLEY	SPRINGFIELD	BOSTON	Taxi	30	1.25	0	0	0
CCRD	PIONEER VALLEY	SPRINGFIELD	SPRINGFIELD	Taxi	32	1	0	0	0

CCRD was not and would not have been offered this trip as he had no Springfield to Greenfield rate or Springfield to All rate for Aug 2016.

Mr. Jones additionally requested that Becky review his rates for May 2016 as he had “rates as low as \$10 and he was very low.” Attached are the rates from that time frame; where you can clearly see that once mileage was brought into to the picture (\$1 or \$1.25 per mile without miles included in the pickup fee), there were several vendors with lower rates.

In summary, although it seems that MART staff made several errors which did cause CCRD to not be included in the daily auto-assign from May 2, 2016 thru August 25, 2016; there is no evidence of malicious intent or racial discrimination on their behalf. All of the incidents described after this date seem to be a misunderstanding of the processes that are in place for all vendors in regards to standing orders. Upon review of the contract documentation, updates will be made so that all current policies and procedures are spelled out therein so that there is no future miscommunication to any vendor.

Sincerely,



Bonnie J Mahoney
Title VI Civil Rights Officer
Grants & Communications Manager

CC: Mohammed Khan, MART Administrator
Bruno Fisher, MART Deputy Administrator
Rebecca Badgley, MART Director of Brokerage Operations
Sharna Small-Borsellino, Director Human Service Transportation Office
Julian Tynes, Chief Diversity & Civil Rights Officer, MassDOT

Encl.